

General Terms and Conditions of Sale and Delivery

1. General

Our General Terms and Conditions of Sale and Delivery become part of every contract concluded between our customers and ourselves. They shall also apply even if, within the framework of a continuous business relationship, we have not expressly referred to them in contracts concluded at a later date. The customer's terms and conditions of purchase shall not apply unless we have expressly accepted them in writing. Only our written order confirmation (if available) and these General Terms and Conditions of Sale and Delivery shall be authoritative for the contractual obligations of both parties. Ancillary agreements are only valid if we have confirmed them in writing.

2. Offers and acceptance of orders

Unless expressly stated otherwise, our offers are subject to change and non-binding. We reserve the right to accept orders in any case, i.e. the contract shall only be concluded upon receipt of the written order acceptance/confirmation or implicitly by shipment of the goods. All oral contractual discussions, in particular all agreements and arrangements with our employees, shall only become legally binding upon written confirmation. Samples are to be regarded as average samples, remain our property and shall be charged at the prices offered. If the order does not materialise, the deadline for return is 15 days after receipt of the samples. Information contained in catalogues, brochures and advertising material shall only be binding if expressly confirmed by us in the order confirmation. The same shall apply to statements and agreements made by representatives as well as to statements made orally or by telephone.

If the party ordering the goods is different from the party receiving the goods (order placed via a third party or purchasing company), the party receiving the goods shall assume liability for the resulting payment obligation as a co-debtor in common with or in addition to the party ordering the goods.

3. Delivery, Transport

The place of fulfilment for our deliveries is the agreed works, construction project or the agreed warehouse. The goods shall be delivered in the packaging customary in the trade. The choice of the mode of dispatch is left to us. In the domestic market, delivery shall be made CPT, in export generally FCA (Incoterms 2020). If the dispatch of the goods from the place of dispatch is delayed for a reason for which we are not responsible, the risk shall pass to the buyer upon notification of readiness for dispatch. The same shall apply if we exercise a right of retention.

All deliveries shall be made on condition that access to the delivery address is possible without obstructions; this may also be the case with trucks with a maximum permitted total weight in accordance with the relevant Road Traffic Regulations (StVO). Any additional expenses incurred during the journey due to obstructions for which we are not responsible shall be borne by the customer. The unloading of the truck is not included, rather it is to be carried out by the customer immediately and at his own expense. The duration of a complete unloading is limited to 3 hours. Unloading times exceeding this will be charged according to the current price list. If the customer requests unloading by us, this will be carried out for a separate charge per ton started. This includes only the unloading of the goods, whereby the customer must provide a suitable parking area. Any additional expenses incurred during unloading due to obstructions for which we are not responsible shall be borne by the customer.

If a shipment purchase has been agreed with the customer and if the customer nevertheless collects the goods from our works himself, he shall bear the transport costs arising therefrom. However, he shall receive a reimbursement from us to be agreed. If the customer wishes the goods to be unloaded at an unoccupied construction site, the goods shall be deemed to have been handed over to the customer at the latest upon unloading at the agreed location. The customer's obligation to inspect the goods without delay and, if necessary, to give notice of defects without delay in accordance with point 7 remains unaffected.

4. Delivery dates, delivery periods, delay

Stated delivery dates or periods are always **non-binding**, unless they are expressly stipulated as fixed delivery dates or fixed delivery periods in the written order confirmation. Except in the case of fixed dates or fixed periods, claims for damages of any kind based on delivery dates or periods are therefore excluded. In the absence of any agreement to the contrary, the delivery period shall commence on the latest of the following dates:

- Date of order confirmation.
- Date of fulfilment of all technical, commercial and financial prerequisites incumbent upon the buyer.
- Date on which we receive a down payment to be made by the buyer before delivery of the goods and/or a letter of credit to be issued and/or we are notified of the necessary import licence number.

Our delivery obligation shall be suspended as long as the customer is in default with a payment - also from other legal transactions. If a binding delivery deadline is exceeded by more than 14 days, the buyer is entitled to withdraw from the contract after expiry of a grace period of at least 21 days, or in the case of special order goods 8 weeks. The grace period must be set in writing in order to be effective. The withdrawal from the contract must be declared by registered letter in order to be effective. We are entitled to make partial or advance deliveries and to invoice these with partial invoices. All circumstances for which we are not responsible shall release us from any obligation to deliver. Such circumstances, for which we are not responsible, are in particular force majeure, fire, explosion, natural disasters, labour disputes, lockouts, measures by authorities, etc., even if these circumstances should occur at our suppliers or carriers. In this case we are entitled to extend the delivery period appropriately or to postpone the delivery date appropriately and also to make price adjustments.

In case of delay in acceptance by the buyer, we are entitled to withdraw from the contract after expiry of a reasonable grace period and to claim damages for non-fulfilment. In the event of delay in acceptance, the purchaser shall be obliged to pay 15% of the agreed total purchase price (including VAT and ancillary costs) as liquidated damages, even without proof of the actual damage incurred. We reserve the right to assert claims for damages actually incurred in excess of this amount.

5. Payment

Our invoices are generally due for payment immediately. Payment shall be made by bank transfer or direct debit mandate. In the event of late payment, interest on arrears of 9.2 percentage points above the base rate as well as compound interest of 4 % shall be payable. Any rebates, discounts, cash discounts and other allowances shall only apply on condition of punctual payment of all invoices by the customer; these shall also cease to apply if the customer is in arrears with the payment of earlier invoices.

Furthermore, in the event of default in payment, the buyer undertakes to reimburse us for the necessary costs of appropriate out-of-court collection measures, in particular the costs of legal representation and the costs of a debt collection agency, insofar as they are in reasonable proportion to the claim pursued. From the third out-of-court reminder onwards, the customer shall pay us EUR 30 (excl. VAT) as a flat-rate reimbursement of expenses per further reminder. Reimbursement of the costs of other enforcement and collection measures (e.g. costs of debt collection agencies, lawyers' fees, etc.) shall be made in accordance with § 1333 para. 2 ABGB. Offsetting by the customer with counterclaims is not permitted, except in the case of counterclaims that have been legally established or expressly recognised by us.

In the case of export deliveries, payment in advance shall apply as a matter of principle. The goods shall only be made available in the factory after receipt of the written confirmation of payment (Swift). Payments shall be credited against the oldest claims, including interest and costs, irrespective of any stated purpose.

If circumstances become known to us which give rise to fears that the customer will not fulfil his obligations under the contract concluded with us in due time and in full, we shall be entitled to withhold the performance owed by us until all obligations of the customer under the relevant contract have been fulfilled in full. If the customer fails to fulfil his obligations in due time and in full, we shall be entitled to withdraw from the contract after setting a grace period of at least 14 days.

6. Technical information

Consultations and technical information provided by us are not part of the order and are without exception non-binding. Our employees and sales representatives are not entitled to make recommendations that go beyond the written product descriptions and instructions.

Technical information on our part, insofar as it goes beyond the manufacturer's specifications, shall only be deemed binding if we have confirmed it in writing and the customer has previously fully and correctly informed us of the relevant facts. We shall only be bound by the express promise of certain properties of the goods if it is made in writing. In the case of frost-proof goods, we only guarantee frost resistance in accordance with the relevant Austrian norm (Ö-Norm).

Our written information sheets are prepared to the best of our knowledge. However, it is the customer's responsibility to check them according to the specifics of the intended use. The disposition of goods and application is his own responsibility. Any training with our material is limited to the skills to be used in the processing and application of the material as well as any equipment required for this purpose without guarantee for the success of the training. They do not include any obligation to check or warn whether the application requirements are given or complied with on the specific construction site. The customer is solely responsible for this. Consumption or area specifications etc. made by us are always non-binding and not a contractual commitment. The values can differ considerably due to local conditions and processing methods, etc.

The customer is required to observe the official regulations, the relevant ÖNORMEN as well as any European norms, our processing guidelines and the safety data sheets. For printing reasons, colour deviations from the original colour shades may occur in all colour and plaster samples.

7. Notice of defects

The goods must be inspected immediately after arrival at the place of destination and handled with the care of a prudent businessman; in particular, they must be checked for conformity in quantity, type and quality with the order and for conformity with the type designation. If damage to the goods occurs during transport or if the goods listed in the consignment note/delivery note are not delivered in full, the consignee must have the damage or the missing goods confirmed on the consignment note/delivery note, including digital proof of delivery, by the deliverer with a specified signature. Damage must be documented photographically. The consignment note with the damage remark is to be submitted to us. We shall provide replacement at our discretion by free replacement delivery or crediting of the refund amount, in the case of merchandise only to the extent that we ourselves receive replacement.

If we are not notified of any defects by a written notice of defect within 8 working days at the latest after arrival of the goods at the place of destination, the assertion of any claims due to the defect (in particular from warranty, damages or error) is excluded. If the customer fails to give notice of defects in due time and form, the goods shall be deemed approved. Claims for defects shall expire at the latest one month after our written rejection of the notice of defect.

As a precautionary measure, the goods must be subjected to another detailed inspection before they are processed in order to avoid damage. The processing of defective goods is not permitted.

8. Cancellation, exchange and return:

An order placed by the customer and accepted by us cannot be unilaterally cancelled by the customer. We are also not obliged to exchange or take back goods. Should we nevertheless agree in writing to a cancellation, exchange or return of goods in individual cases, the following conditions shall apply:

- a) Exchanges and returns must be made within 14 days of the goods being handed over to the customer;
- b) Exchange and return shall only take place in the case of goods which have been demonstrably purchased from us from our stock goods in complete packaging units (therefore, goods made-to-order (special productions) or dyed materials, cuttings, price-reduced remaining stock as well as goods which are no longer in stock in the same optical colour shade are excluded);
- c) only originally packed, undamaged goods in resalable condition will be exchanged or taken back.

For each cancellation, exchange and return, the customer shall pay 20% of the value of the goods as a flat-rate handling fee and loss of earnings. In addition, the customer shall pay any transport costs arising from the exchange or return. The return transport of the goods to us shall always be at the risk of the customer.

For goods specially manufactured or purchased for the customer, there is an obligation to take delivery within 8 days of availability. In the event of non-acceptance within this period, 100 % of the value of the goods will nevertheless be invoiced.

9. Export control:

The buyer undertakes to comply with all laws and regulations on economic sanctions. These can be instruments that have been adopted by the United Nations, the United States or the European Union. In all matters relating to the performance of this contract, the buyer undertakes not to enter into any transactions with any person or entity with whom the United States or the European Union prohibits or restricts commercial transactions.

The buyer is liable for all expenses and damages that we incur as a result of an infringement. Our contractual obligations are suspended if they conflict with national or international regulations of foreign trade law and / or embargoes and / or other sanctions. Each contracting party is entitled to temporarily or permanently suspend the performance of its obligations under this contract, without being liable to the other party, if at any time new economic sanctions and / or export regulations come into force and the performance of the contract becomes impossible or illegal for one party do.

10. Warranty

Our products are manufactured using high-quality, tried and tested raw materials. For the purpose of flawless production material, multiple factory inspections are carried out. Defects which cannot be discovered within these periods even with the most careful inspection must be claimed immediately after discovery, while immediately stopping any processing or use, but no later than six months after receipt of the goods. After expiry of the 6-month period, liability for defects, for whatever reason, is excluded.

Minor deviations from illustrations, (hand-,) samples which have no effect on functionality do not constitute a defect.

If the customer complains about our goods and if this complaint proves to be unjustified, the customer shall reimburse us for the costs incurred for the examination of the complaint, including in particular costs for personnel and travel. The hourly rate for the deployment of a sales, technical or laboratory employee is € 65.00 (excl. VAT), also for machines and silo deployments. The official kilometre allowance/km (excl. VAT) shall be charged for journeys.

11. Liability & compensation

Liability for slight negligence, compensation for consequential damages and financial losses, savings not achieved, loss of interest and damages from third party claims against the customer as well as unforeseeable damages are excluded. This exclusion does not apply to personal injury. In any case, our liability for personal injury and property damage is limited to EUR 450,000.00. Claims for damages by the customer against us shall become statute-barred six months after the customer became aware of the damage, but no later than five years after the event giving rise to the claim.

Claims (in particular claims for damages and recourse claims) of the customer against us based on a contractual penalty to be paid by the customer to a third party are excluded, unless the customer has notified us thereof prior to the conclusion of the contract. The customer is obliged to draw our attention to the increased risk in those cases in which an unusually high loss is imminent.

The customer is obliged to do everything in his power to avert the threat of damage or to keep it as low as possible in the event of damage occurring.

Likewise, any liability for damage and consequences caused by wall moisture, defective subsurface, weather influences on the occasion of the processing or improper and careless use of the material shall be excluded. The rules customary in the trade as well as the information in our respectively valid processing guidelines or technical data sheets must be observed. Plastering work in late autumn or early spring should only be carried out under special precautions. Exterior plaster and screed work in winter is not recommended at all. In the case of system purchases (e.g. thermal insulation composite or dry construction systems), a warranty for the material supplied is only given if the entire system is purchased. In all other respects, the applicable Austrian norms shall apply to the processing.

The burden of proof with regard to the existence of a warranty claim or a defect and the causality of damage shall in any case be borne by the customer. The buyer expressly waives the right of recourse against us for warranties provided in accordance with § 933b ABGB (Austrian Civil Code) and for material damage in accordance with the Product Liability Act. He undertakes to transfer the aforementioned waiver to any sub-contractor and indemnify us against all claims.

12. Retention of title

The delivered goods shall remain our property until full payment of all our claims arising from the respective order (including interest and ancillary costs). Deliveries carried out for a specific construction project, even if they are ordered, delivered and invoiced in sections, are deemed to be a single order in the above sense.

We are entitled to inspect the goods subject to retention of title at the customer's premises during normal business hours, to take inventory and to mark them as our property. The customer shall not be entitled to any objections or defences of any kind whatsoever, unless the counterclaims have been expressly recognised by us or have been established by a court of law.

At our request, the buyer is obliged to insure the goods at his own expense against loss and damage during transport and storage as well as against fire and theft in an appropriate amount. The buyer hereby assigns to us by way of security all present and future claims to which he is entitled against the insurer under the insurance contract to be concluded. The assignment is accepted with the handover of our goods.

The customer shall be entitled to process, transform and sell the goods subject to retention of title within the scope of his business operations; this shall apply until revoked by us. The customer may only resell the goods if he has agreed a retention of title with his customer.

We shall only revoke the customer's right to process, transform and sell if we become aware of circumstances which give rise to fears that the customer will not fulfil his obligations under the contract concluded with us in due time and in full.

In the event of resale of the goods sold subject to retention of title, the purchaser hereby assigns to us the purchase price claim against his customers to secure all liabilities arising from the business relationship with us. The assignment is accepted with the handover of our goods and extends up to the value of these goods. If the value of these securities exceeds our claim against the buyer by more than 20%, we shall release the additional securities or transfer them back to the buyer at the buyer's request. An agreement of the buyer with third parties, according to which the claims resulting from the resale are unassignable or may only be assigned with the consent of third parties, is inadmissible and invalid vis-à-vis us. We are entitled to demand from the buyer that he informs his customers by registered letter that his claims against them have been assigned to us and that payments with debt-discharging effect can only be made directly to us. The buyer undertakes to make a corresponding note in his books or on his invoices at our request. Resellers are obliged to inform us immediately of customer names and delivery addresses upon first request in the event of assertion of the retention of title. The assertion of the retention of title shall not be deemed a withdrawal from the contract. Notwithstanding the buyer's payment obligation, we shall be entitled to sell reclaimed goods on the open market and to credit the proceeds to the buyer, or to credit them at the market price or in accordance with our price applicable at the time of reclaiming, less any rebates, bonuses and other discounts granted and less a reasonable reduction in value.

The pledging or transfer by way of security of the goods subject to retention of title to third parties is always inadmissible. If executive steps or other access measures are taken by third parties with regard to the goods subject to retention of title, the customer shall inform us thereof without delay. Insofar as the customer is responsible for the executive steps or other access measures, the customer shall reimburse us for the necessary costs incurred by us in the course of the appropriate legal prosecution to defend against these executive steps or other access measures. If the customer is in default with his payments despite a reminder and the setting of a grace period after expiry of the grace period, we shall be entitled to collect the goods subject to retention of title, whereby the collection of the goods shall simultaneously constitute our withdrawal from the contract. The customer shall tolerate the collection of the goods and the customer shall not be entitled to any objections or defences of any kind whatsoever, unless the counterclaims have been expressly recognised by us or have been legally established by a court of law. The customer shall reimburse us for any transport and manipulation costs incurred by us as a result of the collection of the goods.

13. Data processing and transmission

We process personal data of the customer, which is handed over to us in connection with a business relationship, which may also be in the initial stages, or which is collected when concluding a contract with us, confidentially and only in accordance with the applicable legal provisions. The processing of the customer's personal data is carried out for the purpose of executing orders placed with us, for customer administration, for product surveys, for the purpose of providing information about products from us and for answering enquiries with us to the extent necessary in each case. We take appropriate security precautions to protect the personal data of the contractual partner against manipulation, loss, destruction or against access by unauthorised persons or unauthorised disclosure. All legal technical and organisational measures are taken to ensure compliance with data protection. The security measures are constantly improved by us in accordance with technological developments. Our employees and any service companies commissioned by us are obliged to maintain confidentiality and to comply with the provisions of the Data Protection Regulation (DSGVO) and the Data Protection Act (DSG).

The customer agrees that his personal data for an unlimited period of time (name, address, company register number, profession), his bank details, information on creditworthiness as well as the information on order processing (description of goods, quantity, extent, prices, agreements made, delivery addresses, contact persons, payments, complaints, outstanding debts) is processed by us for the above-mentioned purposes or are passed on to third parties for processing for these purposes. The customer consents to receiving offers, newsletters and advertising material from **Saint-Gobain Isover Austria GmbH, Saint-Gobain Weber Terranova GmbH and Saint-Gobain Rigips Austria GmbH** or third parties commissioned by us. The customer may revoke this consent at any time.

The personal data of the contractual partner shall only be collected, stored, processed and used by us insofar as this is necessary for the contractual provision of services, or we have an overriding legitimate interest in the processing or this is otherwise covered by the existing statutory provisions or the consent of the contractual partner. Access to personal data of the contractual partner will always be limited by us to a necessary minimum. The contractual partner has the right to demand the deletion of the personal data and we are obliged to delete it if the storage of the personal data is no longer necessary for the fulfilment of the purpose pursued with the processing.

14. Packaging

The goods delivered by us are exclusively delivered in packaging that participates in disposal systems and is not taken back. Plaster-board pallets marked with the stamps GKPP/B, GKPP/HO or GKPP/EH as well as EURO pallets will be charged according to the price list and can be returned. In Austria only, the pallets can be returned either in the course of delivery, if already agreed when ordering and confirmed by the driver, or by separate journey, if more than 25 pieces. Damaged pallets (Euro pallets or GK pool pallets) will be invoiced with a handling fee according to the price list and the ARA licence fee for wood. The number of pallets purchased from us and returned must be balanced. A maximum tolerance of + 10% is permissible. Pallets that are not returned within 12 months after delivery will be deleted from the pallet account without replacement. A credit note for cancelled pallets is excluded even in case of later return.

15. Silos and machines

Silos are provided by us free of charge for 14 days. Beyond that, a rental fee will be charged according to our price list. An installation fee according to the current price list will be charged for the installation. For the relocation of silos, the relocation fees listed in the price list will be charged. Depending on the conveyor system used, pressure and pressureless silos are provided. The customer shall

ensure unobstructed and safe access for the special vehicles. Driveways, paths etc. that have already been completed shall - if necessary - be protected in such a way that they cannot be damaged by the special vehicles. The customer is responsible for determining the installation site with a stable subsoil and its preparation. Supporting timbers etc. are to be provided. The installation shall be carried out expressly on the instructions of the customer or the material recipient commissioned by the customer. Any necessary permits for containers placed partially or completely on public roads, squares or pedestrian zones must be obtained by the consignee. The customer shall also ensure that the silos are appropriately lit and secured. From the time of installation, the customer shall be liable for the stability and regular inspection thereof. From then on, he shall also be liable for all damage, including damage due to force majeure, accident, loss, theft or destruction. When using the TÜV-approved containers and mixing pipes, attention must be paid to compliance with the technical guidelines and the regulations on operation with silos and silo stations of the TÜV. The processor, the construction company and the client are liable for damage to the silo or to equipment supplied (vibrator, mixing tube, plug, filling lid, etc.) resulting from the operation of the silo on the construction site. We accept no liability for the failure of machines provided for service reasons and any resulting damage. Wear parts (metering shaft, solenoid valve, mixing shaft, etc.) will be invoiced. Services or spare parts exceeding the usual scope will be charged separately. Costs for wilful or negligent damage or inadequate cleaning of the silos or the equipment supplied shall be paid by the customer. Any cleaning and/or repair work on silos or the equipment supplied shall be charged separately.

In the case of refilling, care must be taken to ensure that the injection lengths are as short as possible. We accept no liability for delays caused by traffic. In order to avoid exceeding the rent-free period, the completion of the work must be notified immediately so that the empty container can be collected.

16. Consumption data

The consumption data are the average material consumption per m² hollow for full calculation. Consumption may vary due to the type of substrate and application. For the pure plaster surface, an object-specific (additional) consumption must be assumed. The total requirement for an object must be calculated in any case taking into account a safety quantity. Consumption figures are not legally binding. Slight colour deviations cannot be ruled out. When reordering, the customer is required to quote the batch number, order number or finishing number. We reserve the right to make printing errors in the numbers.

17. Special conditions for coloured renders and paints

Weber.min finishing renders are available in our historic colour shades without any additional cost according to Weber colour block Color-Spectrum. ATTENTION: Special plasters are not or only approximately possible in certain colour shades. Weber.pas silicate plaster, weber.pas silicone resin plaster as well as weber.ton purosil and weber.ton purosol are available in standard colour shades according to the Weber colour block Color-Spectrum. Synthetic resin renders, synthetic resin paints and weber.pas topdry Aquabalance are available in standard colour shades according to the Weber colour shade guide Color-Spectrum.

Light reference value for ETICS:

When choosing thin-layer plasters on weber.therm ETIC systems, a light reference value of 25 must not be undercut for weber synthetic resin plaster, weber silicate plaster, weber silicone resin plaster and weber.pas topdry Aquabalance plasters.

Color surcharges:

No colour surcharges are charged for colour groups C, D and E. Colour surcharges for paste-like renders and paints can be found in the price list for the respective products. For customised products, we reserve the right to charge the colour surcharge according to the actual material costs.

18. Severability clause

The buyer guarantees that he has neither granted nor offered the seller, a person employed at Saint-Gobain or a third party an unreasonable benefit from the conclusion of the contract.

The seller will oblige all associated companies, executives, employees, representatives and subcontractors to comply with this provision and the applicable laws to prevent corruption. In particular, the buyer and all persons acting on behalf of the buyer may not promise, offer or grant an inappropriate advantage, directly or indirectly, to any official or any other person in order to induce that person to do or not to do anything that is contrary to statutory provisions or violates their professional obligations. The buyer maintains accurate accounts in accordance with the generally accepted accounting principles of his country in which all financial flows generated by this contract are correctly recorded.

19. Jurisdiction, applicable law

The competent court for all - direct and indirect - disputes arising from the delivery contract shall be the competent court at the registered office of our company. Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International

Sale of Goods.

With the publication of these general terms and conditions of sale and delivery, previous versions lose their validity.

